

Mystery Box Transactions in the Perspective of *Fiqh Muamalah*: A Validity Analysis Based on *Gharar* and *Maysir* Principles

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ABSTRACT

This study aims to analyze the validity of mystery box transactions from the perspective of *fiqh muamalah* (Islamic commercial jurisprudence) with a focus on the principles of *gharar* (uncertainty) and *maysir* (gambling). This qualitative research employs a literature review approach of 32 scientific articles (2001-2025) and is supported by interview data with mystery box consumers. Data analysis uses content analysis and thematic analysis techniques, organized into six discussion themes. Mystery box transactions do not meet the validity requirements of Islamic sale contracts as they contain elements of *gharar* (excessive uncertainty) due to unclear transaction objects and *maysir* (speculation) resembling gambling. This practice violates the principle of *bay'an* (clarity), which is an essential requirement in contracts, and contradicts the concept of *interadhin* (mutual consent) in QS. An-Nisa verse 29. Although consumers are aware of the incompatibility of this practice with Sharia, entertainment motivation drives them to continue engaging in transactions. The absence of *khiyar* (inspection option) rights and potential seller exploitation further reinforce the *fasid* (invalid) status of these transactions. Conventional mystery box models are not Sharia-compliant and require fundamental modifications toward better transparency. Collaboration among consumers, business practitioners, regulators, scholars, and e-commerce platforms is needed to develop an alternative "halal mystery experience" that remains innovative yet compliant with muamalah principles, along with massive education on Sharia-based digital transactions for Muslim communities.

Keywords: e-commerce; *fiqh muamalah*; *gharar*; *maysir*; mystery box.

ABSTRAK

Penelitian ini bertujuan menganalisis keabsahan transaksi mystery box dari perspektif fikih muamalah dengan fokus pada prinsip gharar dan maysir. Penelitian kualitatif dengan pendekatan kajian pustaka terhadap 32 artikel ilmiah (2001-2025) dan didukung data wawancara dengan konsumen mystery box. Analisis data menggunakan teknik content analysis dan analisis tematik yang diorganisir dalam enam tema pembahasan. Transaksi mystery box tidak memenuhi syarat keabsahan akad jual beli dalam Islam karena mengandung unsur gharar (ketidakpastian berlebihan) akibat ketidakjelasan objek transaksi dan unsur maysir (spekulasi) yang menyerupai perjudian. Praktik ini melanggar prinsip bayan (kejelasan) yang merupakan syarat esensial dalam akad dan bertentangan dengan konsep interadhin dalam QS. An-Nisa ayat 29. Meskipun konsumen menyadari ketidaksesuaian praktik ini dengan syariat, motivasi hiburan mendorong mereka tetap bertransaksi. Ketidadaan hak khiyar (opsi inspeksi) dan potensi eksploitasi penjual semakin memperkuat status fasid (tidak sah) transaksi ini. Model mystery box konvensional tidak syariah-compliant dan memerlukan modifikasi fundamental menuju transparansi yang lebih baik. Diperlukan kolaborasi konsumen, pelaku usaha, regulator, ulama, dan platform e-commerce untuk mengembangkan alternatif "halal mystery experience" yang tetap inovatif namun sesuai prinsip muamalah, serta edukasi masif tentang transaksi digital berbasis syariah bagi masyarakat Muslim.

Kata Kunci: e-commerce; fikih muamalah; gharar; maysir; mystery box

INTRODUCTION

The development of digital technology has transformed the way society conducts transactions, including the emergence of new business models offering unique shopping experiences. One phenomenon currently experiencing rapid growth in Indonesia is the mystery box transaction or blind box on various e-commerce platforms. This business model offers products in sealed packages, where buyers do not know precisely what items they will receive. This uncertainty has become a particular attraction, providing a sense of surprise and adventure in shopping (Hasan & Luntajo, 2021; Xu et al., 2024). Data from various marketplaces show consumer enthusiasm for mystery box products, ranging from cosmetics, gadgets, to collectible toys.

Interestingly, this phenomenon is not only of interest to certain groups but has spread to various segments of society, including Muslim consumers. In a semi-structured interview with a purposively selected Beautetox mystery box consumer on Shopee, it was revealed that the primary motivation for purchase was "entertainment" and seeking "surprises" without concern for the actual contents. The participant explicitly stated, "Buying equals agreeing. So whatever the contents are, one cannot complain" (R. GH, personal communication, October 17, 2024). This statement indicates consumer awareness of, and acceptance of, the uncertainty inherent in mystery box transactions.

From an academic perspective, studies on probabilistic selling—a term used to describe sales strategies with elements of uncertainty—have been extensively conducted. Fay and Xie (2008) define probabilistic goods as offers involving probability to obtain one of several different items. Subsequent research has explored various aspects, from marketing strategies (Hill et al., 2016), consumer behavior (Arma et al., 2021; Feng et al., 2024), to market price dynamics (Xu et al., 2024). Meanwhile, from the perspective of Islamic law, the principles of buying and selling (*fiqh muamalah* or Islamic commercial jurisprudence) have long been studied by both classical and contemporary scholars. Concepts such as *gharar* (uncertainty), *maysir* (gambling), and *riba* (interest) serve as important foundations in assessing the validity of a transaction (Cattelan, 2009).

Several studies have begun to touch upon the intersection between modern transactions and Islamic law. Yusoff and Razak (2023) analyzed loot boxes in online games and concluded that such practices are not in accordance with Sharia because they contain elements of gambling. Amin et al. (2023) examined the legal consequences of mystery box transactions and found that such contracts are classified as *fasid* (invalid) because they do not meet the requirements of *bai' as-salam* (forward sale) contracts. However, these studies have not comprehensively analyzed various dimensions of physical product mystery box transactions in Indonesian marketplaces with a complete *fiqh muamalah* framework.

This gap is the focus of this research. First, there are not many studies that specifically analyze mystery box transactions of consumer products (such as

cosmetics) on local e-commerce platforms using a comprehensive Islamic legal framework. Second, there is minimal analysis integrating theoretical perspectives with the empirical experiences of Muslim consumers in mystery box transactions. Third, there is no study providing a comprehensive overview of six crucial aspects: the concept of mystery boxes, consumer behavior, Sharia principles, validity analysis, digital transactions in Islam, and practical recommendations.

The novelty of this research lies in its integrative approach combining analysis of international academic literature from 32 articles with empirical data from Muslim consumers in Indonesia. This research does not stop at normative-textual analysis but also considers the reality of practice and consumer perceptions. Thus, it is expected to provide both theoretical and practical contributions to the development of digital economic transactions in accordance with Sharia principles.

Based on this background, this research aims to: (1) analyze the validity of mystery box transactions from the perspective of *fiqh muamalah* with a focus on the principles of *gharar* and *maysir*; (2) identify elements potentially violating Sharia provisions in mystery box practices; and (3) formulate strategic recommendations for Muslim consumers, business practitioners, and policymakers in developing digital transaction models more in accordance with Islamic principles.

METHODS

This research employs a qualitative approach with a library research design. This method was chosen because the research focus is to analyze and synthesize various scientific literature to understand the phenomenon of mystery box transactions from the perspective of *fiqh muamalah*. The qualitative approach allows researchers to explore the deep meaning of academic texts and integrate them with existing empirical data.

The data sources in this research consist of two categories. First, primary data comprised 32 scientific articles published between 2001 and 2025. These articles were selected through systematic searches using keyword combinations: "mystery box," "blind box," "loot box," "probabilistic selling," "*gharar*," "*maysir*," "Islamic law," and "*muamalah*." The inclusion criteria required articles to be relevant to uncertainty in commercial transactions from marketing, consumer behavior, or Islamic law perspectives. Second, supplementary data were obtained through a semi-structured interview with a consumer who had purchased Beautetox mystery box products on the Shopee platform. The interview was conducted on October 17, 2024, via WhatsApp at 13:40 WITA to capture the experiences and perceptions of a Muslim consumer regarding this practice.

In addition, this research also refers to secondary literature in the form of classical and contemporary *fiqh muamalah* texts, as well as fatwas (Islamic legal opinions) from the National Sharia Board of the Indonesian Ulema Council (DSN-MUI) related to modern transactions. These secondary references are important to

strengthen the normative foundation in analyzing the validity of mystery box transactions.

Data collection techniques were conducted through documentation and interviews. Documentation was carried out by downloading, reading, and noting important points from each relevant scientific article. Each article was categorized based on its main theme: mystery box concept, consumer behavior, Sharia principles, legal validity, digital transactions, and practical implications. Interviews were conducted with semi-structured question guides covering product knowledge, purchase motivation, transaction experience, consumer satisfaction, and perceptions about Sharia compliance.

Data analysis uses content analysis and thematic analysis techniques. Content analysis was used to identify the main principles in *fiqh muamalah* relevant to mystery box transactions, such as the concepts of *gharar*, *maysir*, and the requirements for contract validity. Thematic analysis was applied to group findings from 32 articles into six predetermined discussion themes. The analysis process began with reading all articles, conducting open coding to identify key concepts, then grouping these codes into larger themes. Each theme was then analyzed in depth by comparing various perspectives from different literature.

To ensure data validity, this research applies source triangulation by using literature from various disciplines—marketing, consumer psychology, Islamic law, and Islamic economics. This triangulation helps provide a more comprehensive understanding and reduces interpretation bias. Research reliability is maintained through systematic documentation of every research stage, from literature search, analysis process, to conclusion drawing. All quotations and references were carefully recorded to facilitate verification and re-tracing if necessary.

RESULTS AND DISCUSSION

Concept and Characteristics of Mystery Box in Online Transactions

Mystery box or blind box represents an innovative product in the e-commerce world that offers a different shopping experience from conventional transactions. Fay and Xie (2008) define mystery box as a form of probabilistic goods, namely products that are not concrete but rather offers involving probability to obtain one of several different items. In practice, consumers purchase sealed packages without knowing precisely what contents they will receive, thus creating an element of surprise and uncertainty that becomes the main attraction.

The main characteristics of mystery boxes include several key elements. First, uncertainty is the most fundamental feature, where buyers only know the general product category but do not know detailed specifications. Xu et al. (2024) explain that the separation between the transaction process and order fulfillment creates mystery and excitement when purchasing. Second, the surprise effect provides a unique emotional experience for consumers. Hill et al. (2016) found that

mystery appeals create a stronger sense of curiosity compared to other marketing strategies, and this curiosity directly predicts purchase motivation. Third, the probabilistic selling strategy allows sellers to create virtual market segmentation through uncertainty in product assignment (Fay & Xie, 2008).

In terms of types, mystery boxes can be categorized based on several criteria. Based on platform, there are mystery boxes in online games (called loot boxes) and physical product mystery boxes in marketplaces such as Shopee, Tokopedia, and Lazada. Based on product category, there are cosmetic mystery boxes, collectible toys (blind boxes), clothing, electronics, and even food. Based on customization level, Yin and Huang (2025) distinguish between standard mystery boxes and customized mystery boxes that allow consumers to choose certain categories according to their preferences.

The mechanism of mystery box transactions in marketplaces generally follows the standard e-commerce pattern with some specificities. Consumers select mystery box packages based on general categories (for example, "Korean cosmetics", "premium skincare", or "random makeup"), make payment, then wait for delivery without knowing the specific items they will receive. As stated by the informant in this research, "Like transactions in general, pay first then the goods are sent. Buying equals agreeing. So whatever the contents are, one cannot complain." This statement indicates an implicit agreement that the buyer accepts the risk of uncertainty from the beginning.

Zhang et al. (2015) explain that in the context of markets with quality differentiation, probabilistic selling emerges as a way to dispose of excess capacity profitably. Sellers can mix products with different qualities in one mystery box package, thereby increasing inventory efficiency while still attracting consumers with lower prices. However, this is precisely where potential problems arise, as information asymmetry between sellers and buyers can be exploited to hide low-quality or near-expiration products behind mystery packaging.

Consumer Behavior and Motivation toward Mystery Boxes

The mystery box phenomenon cannot be separated from complex consumer psychological aspects. Hill et al. (2016) identify curiosity as the main affective state triggered by mystery appeals, and this curiosity has both direct and indirect pathways in influencing purchase motivation. Their research found that consumers are more curious when given moderate information compared to minimal information, indicating an optimal level in information provision to maximize appeal.

Feng et al. (2024) conducted an empirical study of 230 respondents to identify factors influencing mystery box repurchase intention. Research results show that symbolic experience, emotional experience, and social experience all have significant positive impacts on repurchase intention through the mediation of perceived value and customer satisfaction. Interestingly, aesthetic experience does

not have a significant impact, indicating that visual aspects or packaging beauty are not the main factors in the mystery box context.

Empirical evidence from consumer interviews aligns with these findings, demonstrating that entertainment motivation and the pursuit of surprise experiences constitute the primary drivers of mystery box purchases. This entertainment motivation and search for emotional experience align with Liu et al.'s (2024) findings who studied travel blind boxes in China and found that the mystery element becomes a large part of the enjoyment, especially for young consumers who enjoy the sensation of not being able to obtain the most special and desired product.

Brodshelm et al. (2025) through six empirical studies—including field studies, online studies, laboratory studies with AI-based facial expression recognition technology, and supplementary studies—reveal complex dynamics between inflated expectations, confirmation/disconfirmation, and positive affective spillover effects. An important finding from their research is that positive affect plays a crucial role in increasing customer loyalty even when consumers receive results that are not their preference. This affective process can even offset negative effects on loyalty when consumers receive products they dislike.

However, consumer satisfaction levels with mystery boxes tend to vary. The informant in this research revealed, "Random, many useful items. Although most have items that look worn out." When asked about satisfaction, the informant answered, "Most people buy mystery boxes only for entertainment and satisfaction. So whatever the contents are, one must be satisfied." This statement shows an expectation adjustment mechanism where consumers have lowered their satisfaction standards from the beginning to avoid disappointment.

Xu et al. (2024) in their research on online information provision found that there is a U-shaped relationship between subjectivity, diversity, and readability of product descriptions with blind box market prices. However, an inverted U-shaped relationship was found between ambiguity and market price. This means online sellers must provide necessary information but briefly to maintain mystery. Ambiguity of product description plays the most important role in influencing price, but when the blind box is opened, ambiguity no longer plays a significant role and the impact of diversity actually reverses.

Principles of Buying and Selling in *Fiqh muamalah*

In Islamic law, buying and selling transactions (*bai'* or sale) have very clear and structured rules to ensure fairness for all parties involved. Jabbar et al. (2018) explain that Islamic business ethics are based on Sharia sources and provide an essential foundation in ethical business decision-making. Core principles include *ikhlas* (sincerity), *zuhud* (simplicity), *tawakkal* (trust in Allah), *amanah* (trustworthiness), *siddiq* (honesty), and *'adl* (justice), which guide individuals to always do good and avoid evil.

The pillars (*rukun*) of buying and selling in Islam include four elements: *'aqidain* (two transacting parties—seller and buyer), *shighat* (offer and acceptance or declaration and acceptance), *ma'qud 'alaih* (transaction object), and *tsaman* (price). Each pillar must meet certain conditions for the contract to be considered valid. For the transaction object, conditions that must be fulfilled include: the goods must exist or their existence can be guaranteed, can be delivered, beneficial according to Sharia, fully owned by the seller or the seller has the authority to sell it, and the goods must be clear (*ma'lum*) in terms of type, size, characteristics, and condition (Amin et al., 2023; Jan et al., 2023).

The principle of mutual consent or *al-taradhi* becomes the main foundation in every Islamic transaction. This is emphasized in QS. An-Nisa verse 29, which states that wealth may not be consumed in a wrongful way except through trade based on mutual consent (*'an taradhin*). Amin et al. (2023) emphasize that the concept of *interadhin* (mutual consent) requires clear specifications for goods to avoid speculation. True consent can only be achieved if both parties have adequate knowledge about the object and value of the transaction.

The prohibition of *gharar* or excessive uncertainty is a fundamental principle in *fiqh muamalah*. Cattelan (2009) explains that the *gharar* doctrine reflects the need for contract (*'aqd*) efficiency related to quantitative and qualitative balance, whose deepest meaning can only emerge in the conceptualization of *haqq* (right) in Islamic justice (*'adl*). Yazid et al. (2023) elaborate that *gharar* in e-commerce transactions can be overcome through content moderation, either by third parties or consumers themselves, and by applying the principle of *khiyar* (option) in the form of *khiyar al-'aib* (option for defects) and *khiyar ar-ru'yah* (inspection option).

The prohibition of *maysir* or gambling is also very strict in Islam. Antiek Firdausi Putri (2024) in his study on cryptocurrency affirms that *maysir* (gambling or games of chance) is one aspect prohibited in Islamic financial principles along with *riba* (usury) and *gharar*. Yusoff and Razak (2023) in research on loot boxes in online games conclude that loot box purchases are void according to Sharia and not permitted because they represent gambling and sales not in accordance with Sharia.

The concept of *bai' as-salam* (forward sale) is relevant for discussion in the mystery box context because it involves purchasing goods not yet in the seller's possession. However, *bai' as-salam* has strict requirements that must be met: the *salam* object must be explained in detail regarding its specifications (type, size, color, quality), the time and place of delivery must be clear, payment is made in full upfront, and the ordered goods must be available in the market at the time of delivery (Amin et al., 2023). These strict requirements aim to minimize *gharar* and ensure fairness for both parties.

Validity Analysis of Mystery Box in Islamic Law

Based on the principles of *fiqh muamalah* that have been outlined, mystery box transactions contain several serious problems that question their validity according to Islamic law. Amin et al. (2023) firmly conclude that transactions involving mystery boxes are considered *fasid* (invalid) contracts because they fail to meet the prerequisites for valid *bai' as-salam* contracts. These deficiencies include the absence of clarity in object value, certainty, existence, transferability, mutual knowledge, and freedom from *maysir* and *gharar*.

The element of *gharar* in mystery box transactions is very clear and undeniable. The lack of clarity regarding the transaction object (*ma'qud 'alaihi*) constitutes a direct violation of the validity requirements for sale contracts. Consumers do not know precisely what goods they will receive—whether premium or ordinary products, new or near-expiration products, desired or undesired products. As revealed by the informant, "Random, many useful items. Although most have items that look worn out." This statement confirms that the quality of goods in mystery boxes varies greatly and cannot be predicted.

Yazid et al. (2023) affirm that transactions must be free from *gharar* to be considered valid in Islamic commercial law. They explain that one way to overcome *gharar* is by applying the principle of *khiyar* in the form of *khiyar al-'aib* (option for defects) and *khiyar ar-ru'yah* (inspection option). However, in mystery box practice, the principle "buying equals agreeing, so whatever the contents are one cannot complain" actually eliminates the consumer's *khiyar* rights. Sellers implicitly force buyers to waive their basic rights as consumers, which clearly contradicts the principle of consumer protection in Islam.

The element of *maysir* or speculation is also very pronounced in mystery box transactions. Yusoff and Razak (2023) in research on loot boxes in online games found that the concept of buying loot boxes typically involves purchasing something unknown to the buyer, and because the purchased item is unknown, this represents gambling. Jusoh Yusoff and Razak (2023) expand this analysis by stating that mystery box features and unlimited purchases in games contradict Islamic law because they contain elements of gambling, deception, and speculation.

Violation of the principle of *interadhin* as mentioned in QS. An-Nisa verse 29 also clearly occurs. Amin et al. (2023) emphasize that consumer proclamation as mystery box buyers is deemed inconsistent with the concept of *interadhin* which requires clear specifications for goods to avoid speculation. This verse emphasizes the need for transactions based on true consent (*'an taradhin*), and true consent can only be realized if both parties have complete and balanced information.

The potential for exploitation by sellers is also a serious concern. Amin et al. (2023) highlight that their study underscores the potential for sellers to exploit the mystery box concept as an opportunity to hide deficiencies in the goods being sold. In practice, sellers can insert overstock products, near-expiration products, or

low-quality products into mystery boxes and sell them under the pretext of "surprise" or "luck". This clearly contradicts the principles of honesty (*ash-shidq*) and trustworthiness (*amanah*) that are highly upheld in Islamic business ethics.

Even from the consumer's own perspective, there is awareness of this Sharia problematic. When asked about conformity with Islamic business ethics, the informant answered, "As far as I know, in Islam buying and selling goods whose form is unclear is indeed not permitted. But if it's only for entertainment and not expecting anything, in my opinion it's fine." This statement indicates a misunderstanding that the intention of "entertainment" can exempt transactions from Sharia provisions, whereas the validity of contracts in Islam is objective and does not depend solely on the subjective intentions of the parties.

Digital Transactions and E-Commerce in Sharia Perspective

The development of digital technology has brought significant transformation in the way humans transact, including in the e-commerce context. Mansyur (2020) explains that the implementation of Asy-Syatibi's *maqashid syariah* (objectives of Islamic law) theory can be applied in contemporary *muamalah* practices, including trade through the internet, telephone, WhatsApp, Instagram, and SMS, as long as such practices promote property protection (*hifz al-mal*). This shows that Islam does not reject digital transactions in principle, but rather regulates them so that these transactions continue to fulfill Sharia principles.

Yazid et al. (2023) conducted a comprehensive study on contemporary Sharia issues in e-commerce through mobile banking in Islamic banks. Their research found that most transactions in e-commerce are permissible in Islamic commercial law, as long as they meet the principles of transparency and justice. However, they also identified problems such as *gharar* and fraud that need to be addressed through several ways: content moderation by third parties or consumers themselves, the use of artificial intelligence, and the application of the *khiyar* principle.

The concept of *khiyar* or option rights becomes very relevant in the context of digital transactions. Hafid et al. (2024) explain that the *khiyar* principle allows individuals to use options to continue or terminate transactions. This theory can be applied to various types of buying and selling transactions, including those conducted in the e-commerce realm. They conclude that the use of *khiyar* in e-commerce transactions is in accordance with Islamic law as long as it complies with prerequisites and fundamental principles of buying and selling, which include honesty, justice, and the absence of fraudulent elements.

Noor et al. (2013) analyzed *khiyar* rights in consumerism issues in Malaysia and found that *khiyar al-'ayb* (option due to defect) can be applied because of its applicability with existing law. They suggest that the concept of *khiyar* in Islamic law needs to be applied to existing law in Malaysia to safeguard the interests of consumers and sellers. In the context of mystery box transactions, the application

of *khiyar ar-ru'yah* (inspection option) should provide buyers with the right to inspect goods after receipt and decide to continue or cancel the transaction if the goods do not meet expectations.

Novita et al. (2022) in their research on *khiyar* in online buying and selling from a fiqh perspective explain that online sales transactions where goods are only based on descriptions provided by sellers are considered valid, but if the description of goods does not match then buyers have *khiyar* rights that enable buyers to continue the purchase or cancel it. The practice of *khiyar* in e-commerce transactions can be seen in the form of consumers' ability to return goods; returned goods can be exchanged for similar goods or request a refund of the payment made.

However, problems arise when the mystery box system structurally eliminates this *khiyar* right. The "buying equals agreeing, whatever the contents are one cannot complain" policy common in mystery box transactions contradicts the principle of consumer protection in Islam. Sari (2024) emphasizes that consumer protection in *muamalah* transactions is a critical aspect that emphasizes the principles of justice and balance in Islamic law, with a focus on consumer rights and producer or seller responsibilities. *Fiqh muamalah* includes several provisions explicitly designed to protect consumers, such as the prohibition of *gharar*, *riba*, and *tadlis* (deception).

Arianti et al. (2022) in their research on price changes in limited time on home shopping programs on RTV television from an Islamic law perspective found that product sales contain elements of uncertainty (*gharar*) by mixing prices from time to time. They conclude that such activities cause prices to change and only apply for short periods, so the selling price of products offered is unclear and contains elements of speculation not permitted in Islamic teachings. This analogy is very relevant to mystery boxes where the lack of clarity in product value and quality creates substantial *gharar*.

Implications and Strategic Recommendations

Based on the comprehensive analysis that has been conducted, mystery box transactions in their current form raise serious implications for various parties and require strategic steps to address them. For Muslim consumers, the main implication is the necessity to be more careful in transactions containing elements of *gharar* and *maysir*. The awareness shown by the informant—"As far as I know, in Islam buying and selling goods whose form is unclear is indeed not permitted"—must be followed by concrete actions to avoid such transactions. The understanding that "only for entertainment" can justify transactions that are not Sharia-valid needs to be corrected through better education.

Consumers also need to understand their rights as buyers from an Islamic perspective. The *khiyar* principle provides strong protection for consumers to ensure they are not harmed in transactions. Hafid et al. (2024) emphasize that if loss is inflicted on one of the parties involved, the transaction becomes invalid. In

Islamic law, there is a rule stating that all forms of *muamalah* transactions are permitted as long as there are no contradictory arguments prohibiting them. Therefore, consumers should not simply accept the "no complaints allowed" clause common in mystery box transactions.

For business practitioners, the main implication is the need for product information transparency to meet Sharia principles. Xu et al. (2024) found that online sellers must provide necessary information but briefly to maintain blind box mystery. However, in the context of Sharia compliance, maintaining "mystery" cannot be used as a reason to violate the principle of clarity (*bayān*) which is an essential requirement for contract validity. Cerimagic (2010) in his study on the effects of Islamic law on business practices emphasizes that Islamic law requires companies to be vigilant about interest, uncertainty, or risk, and that the law exists to protect the welfare of all parties involved.

Modification of business models toward Sharia-compliance becomes an urgent necessity. Several alternatives can be considered. First, a "surprise box with clear categories" model where sellers provide detailed information about the range of products that might be received, guaranteed minimum value, and basic product specifications. Second, a "bundle package with transparency" model where consumers know all items in the package but receive discounted prices for buying in bundle form. Third, a "lucky draw with Sharia conditions" model where the luck element is only as an additional bonus from purchasing clearly specified products, not as the main transaction object.

For regulators and policymakers, supervision of mystery box practices needs to be tightened. Hafidz et al. (2025) in their research on legal accountability reform in public procurement emphasize the importance of integrating Islamic principles as an ethical and normative foundation to build a sound governance system. Fundamental Islamic values such as *'adalah* (justice), *amanah* (honesty and responsibility), *maslahah* (public welfare), and *hisbah* (social oversight) are very relevant to address accountability challenges in various sectors, including e-commerce.

The Financial Services Authority (OJK) and consumer protection institutions need to create specific regulations regarding mystery box transactions that protect consumer rights. These regulations can include: seller obligations to disclose product value ranges, prohibition on inserting expired or damaged products, obligations to provide clear return policies, and sanctions for violating sellers. Syafitri et al. (2025) in their research on contemporary legal certainty in insurance default claims emphasize that the application of Islamic principles can enhance legal certainty and ethical standards in dispute resolution processes when applied.

For scholars and fatwa institutions such as DSN-MUI, more specific fatwas are needed regarding mystery box transactions and their various variants. Existing fatwas are still general about *gharar* and *maysir*, making it difficult for ordinary

people to apply them to concrete cases such as mystery boxes. Q. Liu et al. (2001) suggests the need for further development and specific recommendations for public policy development to establish international legal frameworks for Sharia-compliant digital assets. The same principle can be applied to develop clear Sharia guidelines for contemporary digital transactions including mystery boxes.

E-commerce platforms also have moral and legal responsibilities to protect consumers. They can implement policies requiring mystery box sellers to provide minimum product information, provide fair return mechanisms, and verify seller practices to ensure no exploitation occurs. Todorof (2018) in his study on Sharia-compliant FinTech in the banking industry emphasizes the importance of compliance with Islamic principles in modern financial technology, and the same principle applies to e-commerce technology.

Finally, massive education efforts are needed for Muslim communities about *muamalah* principles in digital transactions. Jumarni et al. (2024) emphasize that integration between reason and revelation in establishing Islamic law in the contemporary era can provide solutions to problems faced by Islamic law while encouraging the construction of law more sensitive to advances in social, political, and economic governance. This education can be conducted through various channels: religious gatherings, online seminars, easily understood social media content, and collaboration with Muslim influencers who have influence among young people.

Salim et al. (2016) in their research on wealth and resource distribution in Islam emphasize the importance of upholding justice, prosperity, and economic balance in society according to Sharia principles. In the context of mystery box transactions, the application of these principles means ensuring that no party is exploited, information is distributed fairly, and transactions provide real benefits to all parties. Shaukat et al. (2024) also highlight the importance of socio-economic justice in the framework of Islamic teachings, with special focus on the values of justice, equality, and fairness inherent in Islamic rules related to economics and social welfare.

As a concrete alternative, Muslim business practitioners can develop a "halal mystery experience" model that still provides surprise elements but with adequate transparency. This model can include: very specific product categories (for example, "Korean halal skincare mystery box with minimum value of Rp200,000"), guarantee that all products are halal-certified and not expired, information on the range of products that might be obtained (for example, "consisting of 3-5 full-size products from brands X, Y, or Z"), and 100% return rights if products do not match descriptions or experience damage. Thus, the "surprise" element remains but does not violate the principle of transaction object clarity.

Borna et al. (2019) in their research on fairness in dealing with opponents according to *salaf* (early Muslim scholars) emphasize that the principle held by

salaf scholars and leaders of *Ahlus Sunnah wal Jamaah* in dealing with opponents is to adopt a moderate and balanced attitude between two different extremes. This principle can be applied in the mystery box context: there is no need to totally prohibit innovation in business models, but also not allow practices that clearly violate Sharia principles. The moderate approach is to regulate and modify mystery box practices to conform with Sharia provisions while still providing space for halal business innovation.

CONCLUSION

Based on the analysis of 32 scientific articles and empirical data from Muslim consumers, this study draws several important conclusions regarding mystery box transactions from the perspective of *fiqh muamalah*.

First, mystery box transactions do not meet the validity requirements of Islamic sale contracts as they violate the principle of *bayan* (clarity), which constitutes an essential requirement in contracts. The lack of clarity regarding the transaction object (*ma'qud 'alaih*), which is the primary characteristic of mystery boxes, directly contradicts the provisions of *fiqh muamalah* concerning contract validity.

Second, mystery box transactions contain two elements strictly prohibited in Islam: *gharar* (excessive uncertainty) and *maysir* (speculation/gambling). The element of *gharar* is evident in the lack of clarity regarding specifications, quality, and value of goods to be received by consumers. Meanwhile, the element of *maysir* is visible in the speculative nature of transactions where consumers essentially "gamble" on receiving high-value products.

Third, a significant gap exists between Muslim consumers' awareness of mystery box incompatibility with Sharia principles and their actual practices. Interview data reveal that consumers acknowledge the prohibition of selling goods with unclear forms, yet continue to engage in transactions under the justification of "entertainment only." This indicates the necessity for better education on *muamalah* principles, as contract validity in Islam is objective and does not depend solely on subjective intentions.

Fourth, mystery box practices possess substantial potential for exploitation by irresponsible sellers. By concealing product specifications under the pretext of "mystery" or "surprise," sellers can insert overstock products, near-expiration items, or low-quality goods without consumers being able to file complaints due to the "buying equals agreeing, no complaints allowed" clause. This practice clearly contradicts the principles of honesty (*ash-shidq*), trustworthiness (*amanah*), and consumer protection that are highly upheld in Islamic business ethics.

Fifth, although digital transactions and e-commerce are generally permissible in Islam, their implementation must fulfill Sharia principles, particularly transparency, justice, and consumer protection. The concept of *khiyar*

(option rights), which serves as a consumer protection mechanism in Islam, is negated in mystery box practices, thereby depriving consumers of their fundamental right to inspect and reject non-conforming goods.

As a strategic recommendation, this study proposes the development of an alternative "halal mystery experience" model that maintains surprise elements while ensuring adequate transparency: highly specific product categories, guaranteed halal and non-expired products, information on the range of possible products, and clear return rights. This model can serve as a win-win solution that accommodates consumer desires for unique shopping experiences while adhering to Sharia provisions.

Collaborative efforts from various stakeholders are essential: Muslim consumers need to enhance Sharia literacy in digital transactions, business practitioners must modify business models toward greater transparency, regulators need to establish consumer protection regulations, scholars need to issue more specific fatwas, and e-commerce platforms must implement policies preventing exploitation. A moderate and balanced approach—neither totally prohibiting business innovation nor allowing violations of Sharia principles—represents the most prudent middle path.

This research has limitations, particularly regarding empirical data involving only one informant as supporting evidence. Future research can develop studies employing quantitative methods with larger samples to measure the level of awareness and practices of Muslim consumers regarding mystery box transactions. Additionally, comparative research on various mystery box models and their Sharia compliance levels can provide further contributions to the development of Sharia-compliant digital transactions.

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